



**CATHOLIC SCHOOLS
(NORTHERN TERRITORY)
COLLECTIVE ENTERPRISE
AGREEMENT 2014**

Quick Reference Guide

ENTITLEMENT	AGREEMENT REFERENCE (Clause, Page)
<p>Date and Period of Operation</p> <p>This Agreement shall commence operation seven (7) days after approval by the Fair Work Commission and shall remain in force until 3 March 2017.</p> <p>*This Agreement Commences on Thursday 4th September 2014.</p>	<p>c1.1.2, p.8</p>
<p>Date of Implementation of Provisions</p> <p>Where this Collective Enterprise Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all staff employed at that earlier date.</p>	<p>c1.1.3, p.8</p>
<p>Parties to the Agreement</p> <ul style="list-style-type: none"> ▪ The Catholic Church of the Diocese of Darwin Property Trust Incorporated (through the Director of Catholic Education at the Catholic Education Office, Darwin), in respect of all Catholic schools in the Northern Territory; ▪ The Independent Education Union of Australia – Queensland and Northern Territory Branch; ▪ United Voice (NT Branch); ▪ The Shop Distributive and Allied Employees Association (SDA); and ▪ The Australian Nursing and Midwifery Federation (ANMF NT Branch). 	<p>c 1.2, p.8, p.9</p>
<p>Relationship to Awards</p> <p>Undertakings where provided in relation to this provision. The Agreement will be read in conjunction with the following Modern Awards:</p> <ul style="list-style-type: none"> ▪ The Educational Services (Teachers) Award 2010; ▪ The Educational Services (General Staff) Award 2010; ▪ The Nurses Award 2010; and ▪ The Children’s Services Award 2010. 	<p>c1.3, p.9</p> <p>Undertakings</p> <p>p. 139</p>
<p>Definitions</p> <p>Definitions from the <i>Catholic Schools (NT) Award 2003</i> have been contemporised and have been included into the collective agreement. Agreement was also reached to include definitions for “union” and “immediate family and household”. These definitions are in addition to what is contained in the other listed awards in clause 1.3.</p>	<p>c1.7, p.10</p>
<p>Letter of Appointment</p> <p>Categories of employment listed in this clause include: permanent continuing full time; permanent continuing part time; fixed term full time; fixed term part time; or casual.</p>	<p>c2.3, p.12</p>

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<p>Fixed Term Employment</p> <p>Fixed term contracts will only be offered for an identifiable short term need such as a special project, replacing an employee on maternity leave, funding arrangements etc. The employer will indicate in the employee's letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration of the appointment.</p>	c2.4, p.13
<p>Position Descriptions</p> <p>Where a position description has not been established the employer and employee shall develop a position description. Position descriptions will be reviewed by the employer and employee every two years or by mutual agreement.</p>	c2.9, p.18
<p>Encouragement in Employing of People with Disabilities</p> <p>The employer is inclusive of employees who are competent, able to fully carry out required employment tasks and are disabled.</p>	c2.10, p.18
<p>Consultation</p> <p>The Fair Work Commission in its four yearly reviews of Modern Awards has updated the Model Consultation provision in the Fair Work Regulations 2009. For the purposes of consistency, the employer and employee representatives have agreed to amend the consultation provision contained in the Agreement to reflect the changes.</p>	c3.1, p.18
<p>Dispute Avoidance and Grievance Procedure</p> <p>The Dispute Avoidance and Grievance procedure was amended to meet the Fair Work Act 2009 requirements for dispute resolution.</p> <p>Undertakings were provided in relation to the wording around referral of an issue to the relevant union covered by the Agreement.</p>	c3.2, p.20 Undertakings p.139
<p>Redundancy</p> <p>An employee whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of twelve weeks' salary plus one week's salary for each year or part thereof of continuous service with the employer up to a maximum of twelve weeks.</p> <p>Undertakings were provided in relation to an employee's job search entitlement where they are made redundant they are allowed up to one day's time off without loss of pay during each week of the NES notice for the purpose of seeking other employment.</p> <p>If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent.</p>	c3.5, p.22 Undertakings p.139

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<p>Resourcing School Level Industrial Practice</p> <p>Employees may access communication equipment for the purposes of carrying out their workplace union representative responsibilities in accordance with local arrangements for the use of this equipment.</p>	<p>c3.7, p.23</p>
<p>Salary and Wages</p> <p>Employees received a wage increase of no less than 3% from 1st March 2014.</p> <p>Employee wage increases from 3 March 2015, 2016 and 2017 will be the same percentage increases as the relevant classifications under the Northern Territory Public Sector – Teachers and Northern Territory Public Sector - Nurses.</p> <p>If the wage increase for teachers employed by the Northern Territory Department of Education in 2014 is lower than 3%, then in 2015 employees covered by this Agreement will receive a wage increase calculated by subtracting the amount by which 3% exceeds the 2014 Northern Territory Department of Education increase from the Northern Territory Department of Education increase for 2015. And so forth for each consecutive year of the life of this agreement.</p> <p>Catholic schools agree to maintain parity with the Northern Territory public sector (NTPS) nurses. The increase will be in line with NTPS Nurses increases. The Catholic Schools and the Australian Nursing and Midwifery Federation will meet to discuss the increases.</p> <p>Boarding house staff will receive the general 3% increase in March 2014. Where, by virtue of the revised classification structure an individual employee receives an increase in excess of 3% that additional amount will be split between March 2014 and March 2015.</p> <p>The 2015 wage rates will then be subject to the general increases.</p>	<p>c4.1, c14.2 & Schedule B</p> <p>p. 24, 105,</p> <p>p.126 & 156</p>
<p>Positions of Middle Leadership (Positions of Responsibility)</p> <p>A formal structure has been established for Middle Leadership - Positions of Responsibilities in schools and will operate no later than the commencement of the 2015 academic year. Consultation will occur at the school level in relation to the structure and appointment to a position of middle leadership.</p> <p>There are three streams in the position of middle leadership: Curriculum, Pastoral and Program leaders who can be appointed on a Tier 1 through to 4 with an allowance and time release (set out below).</p>	<p>c4.4, p.25</p>

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<table border="1"> <thead> <tr> <th>Level</th> <th>Time (hour)</th> <th>\$ Allocation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>\$2,400</td> </tr> <tr> <td>2</td> <td>3</td> <td>\$4,000</td> </tr> <tr> <td>3</td> <td>4.5</td> <td>\$5,600</td> </tr> <tr> <td>4</td> <td>6</td> <td>\$7,840</td> </tr> </tbody> </table> <p>Where a special project is undertaken for a position of middle leadership an employee will receive an allowance of \$50.40 per week or 2.1% of a Level 1 allowance.</p> <p>The middle leadership allowances are subject to normal Collective Enterprise Agreement increases. As of March 2014 the above \$ Allocations have increased by 3%.</p>	Level	Time (hour)	\$ Allocation	1	1	\$2,400	2	3	\$4,000	3	4.5	\$5,600	4	6	\$7,840	
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<p>Professional Development</p> <p>Professional development activities inside or out of school hours will be determined by the principal in consultation with staff.</p> <p>The Principal shall provide support to any employee who attends industry placement for industry currency of practice.</p> <p>Vocational Education and Training in Schools (VETiS) as per clause.</p>			<p>c4.5, p.33</p> <p>c6.17, p.57</p>													
<p>Medical Assessment</p> <p>A pre-employment medical check may be required to ascertain the employee's suitability to perform work.</p>			c4.10, p.34													
<p>Incapacity</p> <p>This provision sets out principles of determining an employee's incapacity to perform their duties, the process in which applies for determining incapacity and the formal outcomes that could apply. Significant provisions are included to ensure procedural fairness and appeal.</p>			c4.11, p.34													
<p>Sick / Carer's Leave</p> <p>Undertakings were provided in relation to Sick / Carer's Leave to meet the requirements of the National Employment Standards.</p> <p>Please note an employee is entitled to use up to ten days of their personal leave entitlement as sick leave / carer's leave in the first year of service and ten days in the second and subsequent years of service.</p> <p>After the first year an employee is entitled to use the accumulated sick leave / carer's leave component for the purposes of sick leave and/or carer's leave where the current year's sick leave / carer's leave entitlement has been exhausted.</p>			<p>c5.6, p.45</p> <p>Undertakings p.140</p>													

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<p>Compassionate Leave</p> <p>Undertakings were provided in relation to Compassionate Leave to meet the requirements of the National Employment Standards.</p> <p>All employees (except casual employees) are entitled to two (2) days paid compassionate leave for each permissible occasion where a member of the employee’s immediate family or household dies or suffers a life threatening illness or injury.</p> <p>In the case of a casual employee, the employee may access two (2) days unpaid compassionate leave for each permissible occasion where a member of the employee’s immediate family or household dies or suffers a life threatening illness or injury.</p> <p>Compassionate leave is non- cumulative.</p> <p>An employee may be required to provide satisfactory evidence of such death, life threatening illness or injury.</p>	<p>c5.8, p.46</p> <p>Undertakings</p> <p>p. 141</p>
<p>Parental Leave</p> <p>The Parental leave provisions were reviewed to meet the requirements of the Fair Work Act 2009 and to provide clarity around the access to maternity / paternity leave and the provisions on transfer to safe job.</p>	<p>c5.4, p.40</p>
<p>Domestic Violence Leave</p> <p>Legislative mandatory reporting on domestic violence is reinforced.</p> <p>A maximum of five days paid leave per annum (non-cumulative) can be accessed from an employee’s existing personal leave entitlement for an employee experiencing domestic violence or to assist a member of their family or immediate household experiencing domestic violence. This may be taken as consecutive or single days.</p>	<p>c5.11, p.46</p>
<p>Part time and Casual Teachers</p> <p>Modern Award provisions have been inserted into the Agreement (with some amendments) in terms of part time and casual employees.</p> <p>The casual relief rate formula is the commensurate to the Northern Territory Public Sector – Teachers and Educators formula.</p> <p>Casual Teachers will be engaged for a minimum of 3 hours per engagement.</p>	<p>c6.1, p.48, p.49</p>
<p>Credit for Other Service</p> <p>Notification of other service in relation to the time frames and evidentiary requirements to be submitted for credit for other service.</p> <p>It is imperative that employees provide, in a timely manner, documentary evidence of experience which will enable the appropriate salary for an employee to be identified. An</p>	<p>c6.5.2, p.49</p>

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<p>employee shall be paid at the rate of pay consistent with information provided until further supporting documentary evidence is provided to the employer.</p> <p>If an employee does provide supporting documentary evidence regarding previous relevant service within three (3) months of commencement of service with the employer, payment for the adjustment will be effective from the date of commencement with the employer.</p> <p>However, if an employee does not provide supporting documentary evidence regarding relevant service within three (3) months of commencement then any payment relating to that service will be applied from the date of receipt of notification from the employee. (Timely Notification of Experience Requirements)</p>	
<p>Advanced Skills Classification</p> <p>The application process and timelines for AST1, AST2 and the appeals panel timeline have been included recognising Accomplished Teachers (AST 1 and AST 2).</p>	<p>c6.10, p.52 & AST Peer Assessment Handbook</p>
<p>Extras for Teachers</p> <p>Teachers may be required to take up to 20 hours of “extras” per annum, with normally no more than one per week and normally no more than five (5) hours of extras per term.</p> <p>A teacher who has met the requirement of 20 hours of extras or pro-rata (as provided in 6.13.1) before the end of the teaching year may elect to take on additional extras and be remunerated for those periods at their current hourly rate of pay.</p> <p>The hourly rate referred to in 6.13.2 is the teacher’s annual rate prescribed in Schedule B divided by 26.089 to achieve a fortnightly rate, then divided by 60 to produce an hourly rate. This rate will only be used for the purposes of this clause (clause 6.13).</p> <p>The rate is calculated at the employees annual salary divided by 26.089 divided by 60.</p>	<p>c6.13, p.54, p.55 & Schedule B</p>
<p>Laptop Programs for Teachers in Non-Remote Schools</p> <p>This provision was updated in relation to the amount paid to teachers in non-remote schools from \$7.50 increased to \$10.00.</p>	<p>c6.15, p.55</p>
<p>Classroom Teacher 5 to Classroom Teacher 6 Progression</p> <p>The assessment for progression is based on meeting the criteria of proficient level of the National Professional Standards for Teachers.</p> <p>Teachers are required to meet with the Principal / delegate and create a log book as part of the assessment. Three meetings during this process shall occur prior to progression or non-progression to CT 6. Where an employee disputes their non-progression from CT 5 to CT 6, an appeals process is available through the dispute avoidance and grievance procedure of the Agreement.</p>	<p>c6.16, p.56</p>

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<p>Vocational Education and Training in Schools</p> <p>VET Teachers must hold the relevant qualification to teach / supervise a teacher or assess the work of a course in which they are qualified to teach.</p> <p>Should prior non-teaching service and experience be recognised for salary classification purposes, any such recognised service will count on the basis of thirty-three percent (33%) or to a maximum of 66 teaching weeks.</p> <p>Timely Notification of Experience Requirements prevail.</p> <p>VET Teachers have access to teacher’s hours of duty and professional development time will be negotiated with the principal.</p>	<p>c6.17, p.57</p>
<p>Meal Breaks for Teachers</p> <p>Teachers are entitled to a lunch break of at least 30 minutes or half the scheduled time (to be negotiated by each school), free of disruptions and meetings. Teachers are free to leave the school premises during this time provided they sign out and in again when they return.</p>	<p>c6.18, p.60</p>
<p>Inclusion Support Assistants – Career Pathways / Progression</p> <p>Inclusion Support Assistants who are required to perform duties at a higher classification level for a period in excess of ten (10) consecutive days shall be paid at the next level of progression in the classification structure.</p> <p>The higher duties rate shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken.</p> <p>Also a new ISA Level 3 classification was introduced.</p>	<p>c9.1, p.71-74</p>
<p>Inclusion Support Assistants – Recognition of Service</p> <p>This provision allows for previous service to be recognised from the non-government sector. Applications must be made in writing to the employer within three months of commencement of employment.</p> <p>Only the previous five years relevant service shall be recognised for the purposes of classifying the employee at the correct level. Timely Notice of Service Requirements prevails.</p>	<p>c9.2, p.74, p.75</p>
<p>Inclusion Support Assistants – Duty statements</p> <p>New employees will be given at the time of appointment a document detailing the requirements with regards to timely notification of gaining qualifications and timely notification of previous relevant service.</p> <p>Duty statements for Inclusion Support Assistants shall be developed between the Principal and the ISA at the local level.</p> <p>Duty statements shall be reviewed once every two years between the ISA and the Principal.</p>	<p>c9.3, p.76</p>

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<p>Inclusion Support Assistants – Leave without Pay during non-term weeks – Annualisation</p> <p>This provision is optional for Inclusion Support Assistants.</p> <p>Where an Inclusion Support Assistant is employed for a full school year, the employee may elect to have his/her payment annualised by providing a written request.</p> <p>Annualised pay will allow the employees to be paid during school stand down periods and the annual school holiday period.</p> <p>An election once made cannot be altered during that calendar year.</p> <p>Upon receipt of an Inclusion Support Assistant’s application to have his/her payment annualised, the employer will provide to the employee confirmation in writing of the net annualised fortnightly payment which will be paid to the employee for the period of the arrangement.</p> <p>The formula is:</p> <p>Adjusted hourly rate = Standard hourly rate x 5 x 195 / 26.089 / 50</p> <ul style="list-style-type: none"> ➤ 5 is the number of working hours per day ➤ 195 is the number of working days a year ➤ 26.089 is the number of fortnights ➤ 50 is the number of working hours a fortnight <p>The quantum of employment hours for ISAs in a school is calculated by the identified level of support (hours) for a particular student/s. Should this funding be withdrawn or reduced and the school is not able to maintain the position, the employee will be given two (2) weeks’ notice of the variation of their hours. In circumstances where the position is terminated the employee will receive the notice prescribed by clause 3.4.</p> <p>At the end of each year, all annualised payments to Inclusion Support Assistants will be checked to ensure that each employee received payments equal to the amount that they would have received if they had not chosen this option. If there is a difference, an adjusting payment or deduction will be made.</p>	<p>c9.4, p.76</p>
<p>Inclusion Support Assistants – Recognition of Qualifications</p> <p>A qualifications allowance is payable to ISAs where they have completed 12 months of service at Level 2 step 1, 2,3 or 4. The qualifications allowance is \$35 per fortnight.</p> <p>An allowance for specialised care and support and a first aid allowance were agreed to by the employer. Where an ISA provides specialised care and support to a student or is the designated first aid officer they will receive an allowance of \$15 per fortnight.</p> <p>A ISA may receive either the Qualifications Allowance or the First Aid Allowance or the Specialised Care Allowance but not more than one of these allowances.</p>	<p>c9.5, p.78 & Schedule B p.132</p>

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<p>Bereavement and Cultural Leave – Indigenous Employees</p> <p>Where an eligible Indigenous Education Workers employee exhausts their bereavement leave entitlements the indigenous employee may access long service leave, if eligible, for a death for a minimum of one (1) week to a maximum of four (4) weeks.</p> <p>Where an indigenous employee exhausts their ceremonial and special leave entitlements the employee may access long service leave, if eligible, to attend ceremonial and special leave for a minimum of one (1) week to a maximum of four (4) weeks.</p>	<p>c11.12 & c11.13 p.85</p>
<p>Early Childhood Provisions</p> <p>Legislative amendments that are applicable to early learning centres have been included.</p> <p>Clarity was also given to the terms and conditions of employment of a Teacher who is a Director and a Director (non-teacher).</p>	<p>c 12, p.89</p>
<p>Boarding House Provisions</p> <p>Reclassification of employees; allowances (i.e. sleepovers); a maximum of 20 hours per week for casual staff; accommodation and board and keep arrangements.</p> <p>A joint working party has been established for Boarding Accommodation to consider live-in specific arrangements.</p>	<p>c13, p.98</p>
<p>Nurses</p> <p>The identified enhancements are to wages, review of infirmary budget, and allowances payable to school nurses.</p>	<p>c 14, p.105</p>